

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MILAN HEGGS

Plaintiff,

- against -

THE CITY OF NEW YORK, NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION,
CORIZON, INC., CORIZON HEALTH, INC., DR.
RAUL RAMOS, RODERICK WILLIAMS, DR.,
HOMER VENTERS, DR. HOMER VENTERS, DR.
JAY COWAN, DR. ROSS MCDONALD, DR.
FRANKLIN MAJIA, DR. KATZ, NINA
EDWARDS, ASSISTANT DEPUTY WARDEN
LILLIAN BENBOW, WARDEN CAROLYN
SAUNDERS, MEDICAL DOES 1-7, C.O. DOES 1-
7,

Defendants.

**AMENDED JUDGMENT
PURSUANT TO RULE 68 OF THE
FEDERAL RULES OF CIVIL
PROCEDURE**

No. 18-CV-9709 (RA)

WHEREAS, plaintiff commenced this action by filing a complaint on or about October 22, 2018, alleging that defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, on May 25, 2022, pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants offered to allow plaintiff to take judgment against the City of New York; and

WHEREAS, on June 8, 2022, plaintiff accepted defendants' Rule 68 Offer of Judgment;

NOW, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff will take judgment against defendant City of New York in this action for the sum of One Hundred and Fifty-Two Thousand and Five Hundred Dollars (\$152,500.00), plus reasonable attorneys' fees and allowable expenses and costs to the date of the offer for plaintiff's federal claims.

2. This judgment shall be in full satisfaction of all federal and state law claims or

rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

3. This judgment shall not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor it is an admission that plaintiff has suffered any damages.

4. In accepting defendants' offer of judgment, plaintiff releases and discharges defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, and all others entitled to representation by the New York City Law Department/Office of the Corporation Counsel from any and all claims that were or could have been asserted in this action.

5. By accepting the offer of judgment, plaintiff waived plaintiff's rights to any claim for interest on the amount of the judgment.

6. By accepting the offer of judgment, plaintiff agreed that the aforesaid payment of One Hundred and Fifty-Two Thousand and Five Hundred Dollars (\$152,500.00), plus reasonable attorneys' fees and allowable expenses and costs, within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to Counsel for Defendants a final demand letter from Medicare.

7. By acceptance of this Rule 68 Offer of Judgment, plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as a secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. §

1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: New York, New York
August 23, 2022

A handwritten signature in blue ink, appearing to be 'R. Abrams', written above a horizontal line.

HON. RONNIE ABRAMS, U.S.D.J.